North Canton City Council Street and Alley Committee

Ordinance No. 56 - 2016

An ordinance approving, confirming and accepting a perpetual storm sewer and drainage easement known as Parcel No. 5609242, and being part of Open Space "C", by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and The Sanctuary Owners Association, Inc., Grantor, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual storm sewer and drainage easement known as Parcel No. 5609242, by and between the City, and The Sanctuary Owners Association, Inc., be, and the same is hereby approved, confirmed and accepted.
- Section 2. That attachments regarding this easement more fully describing the parcel and easement are attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the City to have prompt access to the utility as well as sanitary sewer pipes and lines; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 13th day of September 2016

David Held, Mayor

Signed: 9/12 , 2016

ATTEST?

Mary Beth Bailey, Clark of Council

ALAN HAROLD Stark County Audito:

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Instr:201607010025476
P: 1 of 4 F:S44.00 7/1/2016
Rick Campbell 12:18 PM EASE
Stark County Recorder 720160024543

PERPETUAL STORM SEWER & DRAINAGE EASEMENT Parcel No.: 5609242

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, The Sanctuary Owners Association, Inc., an Ohio not-for-profit corporation, GRANTOR, do hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a storm sewer conduit (the "Utility") and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the "Utility" and appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from the "Utility" and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

SEE ATTACHED EXHIBIT "A"

It is agreed by and between Grantors and Grantee as follows:

- That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the "Utility" and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantors, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
- 2. That no building or structure of any kind shall or will be erected within the easement area by Grantors, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantors to place driveways, parking areas, or walkways in said easement. Grantors shall not change the ground elevation, within the easement area, without approval of Grantee.
- That the Grantors may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
- 4. That Grantors shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
- 5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
- 6. That this grant shall be binding upon the Grantors and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

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- 7. That the Grantors covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantors further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
- 8. That this easement is subject to all matters of record.

GRANTOR(S):

The Sanctuary Owners Association, Inc.

William J. Lemmon

Its Authorized representative

NOTARY:

STATE OF OHIO

) SS:

COUNTY OF StarK

Before me, a Notary Public in and for said County, personally appeared William J. Lemmon, authorized representative for "The Sanctuary Owners Association, Inc., who acknowledged that he did sign the foregoing instrument and that it is his free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this

Notary Public

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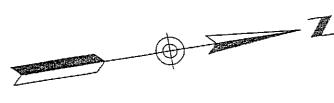
MOLLY R. RYAN Notary Public, State of Ohio My Commission Expires April 29, 2017

This instrument prepared by: City of North Canton

145 North Main Street North Canton, OH 4720

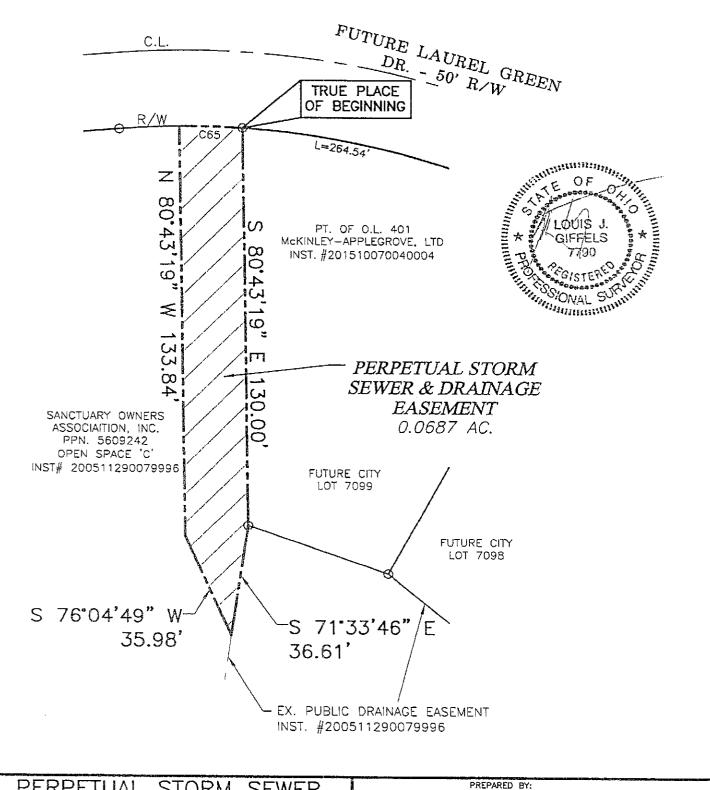
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD LENGTH	CHORD BEARING
C65	20.02	260.00'	4"24'42"	10.01'	20.01	N 11*26'54" E

SITUATED IN THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO AND KNOWN AS BEING PART OF OPEN SPACE "C" AS SHOWN ON THE PLAT ENTITLED "THE SANCTUARY NO. 1", AS RECORDED IN INST.



#200511290079996 OF THE STARK COUNTY RECORDS

SCALE: 1" = 30'



PERPETUAL STORM SEWER & DRAINAGE EASEMENT EXHIBIT "A"

GBC DESIGN, INC.

565 White Pond Dr. Phone 330-836-0228 Akron, OH 44320 Fax 330-836-5782

DATE: JUNE 22, 2016 PROJECT No. 31135BE 565 White Pond Drive • Akron, OH 44320-1123 • Phone 330-836-0228 • Fax 330-836-5782 • www. GBCdesign.com

July 28, 2015 Revised June 23, 2016

EXHIBIT "B"

Sanctuary Owners Association, Inc. Property
City of North Canton
Storm Sewer Drainage Easement
Area = 0.0687 Acres

Situated in the City of North Canton, County of Stark, and State of Ohio and known as being part of Open Space 'C' as shown on the Plat entitled "The Sanctuary No. 1", as recorded in Inst. #200511290079996 of the Stark County records, and more fully described as follows:

Beginning at a 1" rebar found at a northwesterly corner of said Open Space 'C', said point being the True Place of Beginning for the parcel of land herein described in the following five (5) courses;

- Thence S 80° 43′ 19" E, along a southerly line of lands now or formerly owned by McKinley-Applegrove, Ltd., as recorded in Inst.
 #201510070040004 of the Stark County records, also being a southerly line of future City Lot 7099, a distance of 130.00 feet to a 1" rebar found;
- 2. Thence S 71° 33' 46" E, along a southerly line of an existing public drainage easement as recorded in said Inst. #200511290079996, a distance of 36.61 feet to a point;
- 3. Thence S 76° 04′ 49" W, along a new line of casement, a distance of 35.98 feet to a point;
- 4. Thence N 80° 43' 19" W, along a new line of easement, a distance of 133.84 feet to a point;
- 5. Thence along an easterly line of future Laurel Green Drive, along the arc of a circle curving to the right, having a central angle of 04° 24' 42", a radius of 260.00 feet, a tangent of 10.01 feet, a chord of 20.01 feet, a chord bearing N 11° 26' 54" E, and an arc length of 20.02 feet to the True Place of Beginning, and containing 0.0687 Acres of land, more or less, as surveyed in July, 2015 by Louis J. Giffels, P.S. Reg. No. 7790, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations, or easements of record.

*The Basis of Bearing for this legal description is the plat of Sancuary No. 1 as recorded in Instrument No. 200511290079996 of the Stark County records.

Louis J. Giffels, P.S. Reg. No. 7790

LOUIS J.

GIFFELS

7790

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